

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**1. GREENWICH INSURANCE)
COMPANY, as Subrogee of)
INDEPENDENT SCHOOL)
DISTRICT NO. 8 OF TULSA)
COUNTY, OKLAHOMA, a/k/a)
SPERRY PUBLIC SCHOOLS,)**

Plaintiff,)

v.)

1. BLUE BIRD BODY COMPANY,)

Defendant.)

Case No. 11-CV-250-CVE-PJC

**ATTORNEY’S LIEN CLAIMED
JURY TRIAL DEMANDED**

COMPLAINT

COMES NOW the Plaintiff, Greenwich Insurance Company, by and through counsel of record, and for its Complaint herein against the Defendant, alleges and states:

1. Plaintiff is a foreign corporation with its principal place of business in the state of Connecticut.

2. Upon information and belief, Defendant Blue Bird Body Company (“Blue Bird”) is a foreign corporation with its principal place of business in the state of Georgia.

3. Pursuant to 28 U.S.C. §1332, this Court has proper subject matter jurisdiction as the amount in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and is a controversy between citizens of different states.

4. The acts and omissions giving rise to these causes of action took place in Tulsa County, State of Oklahoma.

5. Venue is proper in the Northern District of Oklahoma pursuant to 28 U.S.C. §1391 and 28 U.S.C. §116.

6. Plaintiff was the insurer of the Sperry Public Schools at the time of the acts and omissions giving rise to these causes of action.

7. On or about the 27th day of November, 2009 a fire damaged a Sperry Public School building where the school system stored its buses.

8. The fire originated in one of the Blue Bird buses stored within the building.

9. The fire was caused by a defect in the electrical system of a Blue Bird bus.

10. The bus was designed, manufactured, marketed, sold, distributed and placed into the stream of commerce by the Defendant, Blue Bird Body Company.

11. The defect in the Blue Bird's bus was the result of the Blue Bird's faulty design and/or faulty manufacturing of the bus which caused the aforementioned fire.

12. The defective bus was unreasonably dangerous at the time it left the Blue Bird's possession and control.

13. The fire caused significant damage to the Sperry Public School building that housed the buses for the school system.

14. The defective bus was the direct cause of the damages to the Sperry Public School property.

15. As a direct result of the defects in the bus, Plaintiff suffered damages in an amount in excess of \$75,000.00, and Plaintiff is entitled to recover from the Defendant its actual damages resulting from the fire caused by the Defendant's defective bus.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00), together with attorney's fees, interest and costs, and any and all other relief the Court deems just and equitable.

Respectfully submitted,

s/Maurice G. Woods, II
MAURICE G. WOODS, II, OBA #16582
McATEE & WOODS, P.C.
410 N.W. 13th Street
Oklahoma City, OK 73103
Telephone: (405) 232-5067
Facsimile: (405) 232-0009
mauricew@mcateeandwoods.com
Attorneys for Plaintiff